

## AGREEMENT FOR THE PROVISION OF APPRENTICESHIP EDUCATION AND TRAINING SERVICES

Employer

Apprentice

(1) [BPP PROFESSIONAL EDUCATION LIMITED AND/OR BPP HOLDINGS LIMITED AND/OR  
BPP UNIVERSITY LIMITED AND/OR BPP ACTUARIAL EDUCATION LIMITED]

and

(2) [EMPLOYER]

and

(3) [APPRENTICE]

# APPRENTICESHIP FRAMEWORKS AND STANDARDS COMMITMENT STATEMENT



APPRENTICE DETAILS	
Apprentice Name ("Apprentice")	Title
Home Address	Telephone Numbers:
	Home
	Work
	Mobile
	Email Address
	Start Date in Employment
Town/City	Postcode
Postcode Prior To Enrolment	Apprenticeship Name, Level and Route ("Apprenticeship")
National Insurance Number	
Job Role/Title	
Agreed Contracted Hours of Employment	
Education and Training is funded from the employer's digital account or government-employer co-investment. Functional skills where applicable are funded by the ESFA.	
[Apprenticeship Minimum Durations are based on a 30 hour working week. If the Apprentice is part-time, the Minimum Duration will be extended]	Apprenticeship Start Date
Mandatory 20% Off-The-Job Training Hours Over the Apprenticeship Education and training:	Expected Apprenticeship Completion Date 'Final Day'
Education and Training hours [including paid training and at least 20% off-the-job time, as detailed in the ALP, which forms part of this commitment statement]	Start date of practical period
	Expected end date of practical period
	Assessment Organisation
	End Point Assessment Date (TBC as per ALP, which forms part of this commitment statement)
Length of Apprenticeship	
[minimum of one year from the Apprenticeship start date based on a minimum of 30 hours per week]	

EMPLOYER DETAILS	
Employer	Line Manager's Name
Work Address	Line Manager's Job Title
	Line Manager's Telephone Number
	Line Manager's Email Address
	ATA Contact Name
	ATA Contact Number
Town/City	Postcode
	ATA Email Address
<b>ATA (Apprenticeship Training Agency) if applicable</b>	List of organisations delivering each segment of the Education and Training: Apprenticeship Education and Training Programme: BPP University Ltd/ BPP Actuarial Education Ltd/BPP Professional Education/BPP Holdings Ltd.
Organisation Name	[Planned content and schedule for all Education and Training]:
Address	
	Subcontractor (if applicable):
Town/City	Postcode
Key milestones for qualification achievements (as per ALP)	

## Part 1: APPRENTICE'S RESPONSIBILITIES

### 1.1 The Apprentice agrees to study for the Apprenticeship including:

- (a) attending the training and completing all work needed to pass the Apprenticeship by the deadlines set out in the ALP;
- (b) attending review meetings with BPP, to discuss progress, attendance, exam results and;
- (c) completing all parts of the Apprenticeship (including exams, workbooks and projects) before progressing to the next level.

### 1.2 The Apprentice agrees to:

- (a) tell BPP if they have previously studied an Apprenticeship;
- (b) tell BPP if they have previously studied at College or University;
- (c) fully commit to their off-the-job training
- (d) comply with health and safety rules and security requirements when studying at BPP; and
- (e) treat others with respect and dignity, irrespective of their age, (dis)ability, gender, marital status, race, religion or belief, maternity or paternity, sex or sexual orientation.

### 1.3 The Apprentice acknowledges that:

- (a) they are subject to BPP's student terms and conditions ("Terms and Conditions") which can be found at <http://www.bpp.com/terms;>
- (b) they are not an employee of BPP;
- (c) attending the Course or Programme does not guarantee they will pass a qualification or complete the Apprenticeship;
- (d) in order to qualify into certain professions they may need to meet the requirements of a professional body. Participating in the Course or Programme will not automatically result in acceptance by the relevant professional body of the Apprentice. It is the Apprentice's responsibility to ensure that they meet the eligibility requirements of the relevant professional body. BPP will not be liable for any failure of the Apprentice to be accepted into their chosen profession;
- (e) BPP will create and maintain a unique learner number (ULN) for them and will provide it to third party awarding organisations, where required;
- (f) BPP will register Apprentice with relevant awarding bodies and assessment organisations where applicable;
- (g) they must not be on another Apprenticeship when signing this statement; and
- (h) they must not use a student loan to pay for the Apprenticeship. Where an individual transfers to an Apprenticeship from a College or University programme, and the programme has been funded by a student loan, this loan must be terminated.

## Part 2: EMPLOYER'S RESPONSIBILITIES

### 2.2 The Employer agrees to:

- (a) provide an initial induction for the Apprentice and to provide updates as required;
- (b) provide a safe environment for the Apprentice to work and develop their skills in line with health and safety legislation;
- (c) treat others with respect and dignity, irrespective of their age, (dis)ability, gender, marital status, race, religion or belief, maternity or paternity, sex or sexual orientation;
- (d) ensure the Apprentice is able to complete the Apprenticeship within the time they have available and within working hours;
- (e) not ask the Apprentice to contribute financially to the direct cost of learning;
- (f) declare and provide evidence of any additional payment entitlement prior to the Apprenticeship Start Date;
- (g) make themselves and the Apprentice available for meetings/reviews with BPP as set out in the ALP to enable monitoring and assessment of progress;
- (h) ensure that each Apprentice:
  - (i) is employed by the Employer under a contract of employment at the start of the first day of the Apprenticeship;
  - (ii) is paid at least the minimum wage that they are entitled to by law;
  - (iii) spends a large proportion of their Apprenticeship developing the skills of the job;
  - (iv) spends at least 20% of their time completing off-the-job training which takes place in the Apprentice's normal (paid for) working hours;
  - (v) spends at least 50% of their working hours in England over the duration of the Apprenticeship;
  - (vi) has a job role (or roles) within the organisation that provides the opportunity for the Apprentice to gain the Knowledge, Skills and Behaviours needed to achieve the Apprenticeship;
  - (vii) receives the appropriate support and supervision from within the organisation to carry out their job role and the Apprenticeship;
- (i) provide each Apprentice with the following support:
  - (i) ensure the job allows the Apprentice to gain the wider employment experience required by the Apprenticeship Framework or Standard;
  - (ii) give the Apprentice paid time to attend off-the-job training and complete the apprenticeship including any additional English and Maths in working hours,
  - (iii) support Apprentices with learning difficulties and/or disabilities;
  - (iv) time to support reviews between BPP, the Apprentice and the Employer [and/or Line Manager] to monitor and assess the Apprentice's progress; and
  - (v) provide facilities, training and work place opportunities to enable the Apprentice to achieve the requirements set out in the ALP.

## Part 2: EMPLOYER'S RESPONSIBILITIES CONTINUED

2.3 The Employer must immediately notify BPP of any change to circumstance that may affect the ESFA funding that can be claimed or the Apprentice's ability to complete the Apprenticeship as originally intended, including changes:

- (a) in the Apprentice's job role or employment status;
- (b) in the Apprentice's circumstances leading to a break in learning; and/or
- (c) where the Apprentice leaves the Apprenticeship before completion.

2.4 The Employer acknowledges and agrees that (and shall procure that the Apprentice acknowledges and agrees that):

- (a) this is the most appropriate learning programme for the Apprentice and that the Apprenticeship is either a new job role, or an existing job role, where the individual needs significant new knowledge and skills.
- (b) participation in the Programme or Course will not automatically result in a BPP University Award or Apprenticeship Framework or Standard completion and that the achievement of a BPP University Award or Apprenticeship Framework or Standard is based on the Apprentice's successful completion and passing of the examinations and assessments relating to the Programme, Apprenticeship Training and/or Apprenticeship Framework or Standard (as applicable); and
- (c) Apprentices shall be subject to the Terms and Conditions and, in relation to Apprentices studying on a University Programme, the relevant Academic Regulations. No BPP group company shall have any liability to the Employer or any group company of the Employer in respect of actions taken against any Apprentice who does not comply with such Terms and Conditions and/or Academic Regulations (as applicable).

## Part 3: BPP'S RESPONSIBILITIES

3.1 BPP agrees to:

- (a) provide the Apprentice with the support, guidance and resources required to facilitate completion of the Apprenticeship;
- (b) create and update an ILR for the Apprentice;
- (c) talk to the Apprentice and the Employer about the Apprentice's progress, attendance, exam results;
- (d) ensure the Apprentice has the training required to facilitate success on the Apprenticeship;
- (e) provide the Apprentice with a unique learner number (ULN), and provide information to assessment organisations where required;
- (f) ensure the Apprentice's file/evidence pack contains evidence to support the funding claimed and is available to the ESFA;
- (g) receive Additional Payments from the ESFA on behalf of the Employer, and pass to the Employer as agreed in accordance with the Funding Rules;
- (h) agree a payment schedule where co-investment is implemented with the Employer covering the training, assessment and End Point Assessment;
- (i) treat others with respect and dignity, irrespective of their age, (dis)ability, gender, marital status, race, religion or belief, maternity or paternity, sex or sexual orientation,
- (j) monitor 20% off-the-job training and keep Line Manager up-to-date on progress;
- (k) assess and support individuals with learning difficulties; and
- (l) register Apprentices with relevant awarding bodies for professional exams and assessment organisations where applicable and provide it to third parties as per privacy notices
- (m) contract with the selected End Point Assessment Organisation

## Part 4: APPRENTICESHIP FUNDING

4.1 The parties agree that funds from the Employer's digital account or Government Employer co-investment can only be used for activity directly related to the Apprenticeship (as set out in the Funding Rules), including:

- (a) off-the-job training, including distance, online or blended learning.
- (b) registration and examination (including certification) costs associated with mandatory qualifications, excluding any license to practice.
- (c) progress reviews to discuss progress and smart targets.
- (d) self-directed distance learning, interactive learning or blended learning relating to off-the-job training element of the apprenticeship.
- (e) materials used in the delivery of the Apprenticeship which do not have a lifespan beyond the individual Apprenticeship being funded.
- (f) administration directly linked to training and assessment, including End Point Assessment.
- (g) time spend by employee/managers supporting or mentioning apprentices directly related to the apprenticeship and assessment.
- (h) funding to re-take mandatory qualifications or the End Point Assessment, providing additional learning takes place.
- (i) accommodation costs for learning delivered through residential modules where the residential learning is a requirement for all Apprentices.
- (j) costs of an Apprentice taking part in a skills competition that directly contributes to achieving the Apprenticeship Framework or Standard.

## Part 4: APPRENTICESHIP FUNDING CONTINUED

4.2 The parties agree that Funds in the Employer's digital account or government Employer co-investment cannot be used for the following (as set out in the Funding Rules):

- (a) enrolment, induction, prior assessment, initial diagnostic testing or similar activity.
- (b) travel costs for Apprentices.
- (c) Apprentice's wages.
- (d) off-the-job training delivered only by self-directed distance learning.
- (e) any training, optional modules, educational trips or trips to professional events in excess of those required to achieve the Apprenticeship Framework or Standard. This includes training solely and specifically required for a license to practice.
- (f) registration and examination (including certification) costs associated with a license to practice.
- (g) membership fees required by professional bodies, even where linked to mandatory qualifications.
- (h) registration and examination (including certification) costs for qualifications that are not specifically listed in the Apprenticeship Framework or Standard.
- (i) End Point Assessment costs not included in the price agreed between the Employer and the Apprentice Assessment Organisation.
- (j) English and maths up to Level 2 (this is funded separately).
- (k) repeating the same regulated qualification where the Apprentice has previously achieved it unless it is a requirement of the Apprenticeship or for any GCSE where the Apprentice has not achieved grade C or 4, or higher.
- (l) re-sits for mandatory qualifications or the End Point Assessment needed for the Apprenticeship where no additional learning is required.
- (m) accommodation costs for day-to-day work or non-mandatory qualifications.
- (n) capital purchases including ICT equipment and maintenance of capital purchases.
- (o) time spent by Employees/Managers supporting or mentoring Apprentices, or the time of other employed staff arranging training support, where this is not directly related to the apprenticeship training and assessment.
- (p) specific services not related to the delivery and administration of the Apprenticeship.

4.3 The ESFA will provide a flat rate for English and maths up to Level 2 where this is part of the approved Apprenticeship Framework or Standard.

4.4 For detailed guidance on what activity can and cannot be funded, please see [link here](#).

## Part 5: CONTACT AND COMPLAINTS PROCEDURE

5.1 For all Apprenticeship enquiries, support and guidance, the Apprentice and/or Employer should contact BPP in the first instance.

5.2 Where the Employer or the Apprentice has an enquiry or complaint in connection with the Apprenticeship which cannot be resolved through BPP, the Employer or Apprentice can contact the ESFA Apprenticeship helpline as follows: Telephone: 0800 015 0400 or email [nationalhelpdesk@apprenticeships.gov.uk](mailto:nationalhelpdesk@apprenticeships.gov.uk)

Any defined terms used in this Commitment Statement that are not defined in the body of this Commitment Statement shall have the same meaning as the defined terms in the 'Provision of Apprenticeship Education and Training Services' Agreement, between the Training Provider and Employer.

### Key Terms

"ALP" means the Apprenticeship learning plan.

"ILR" means the individual learner record.

"BPP" means [BPP Holdings Limited and/or BPP University Limited and/or BPP Actuarial Education Limited and/or BPP Professional Education Limited]

"ESFA" means the Education and Skills Funding Agency

Education and Training is funded from the employer's digital account or government-employer co-investment.

Functional skills where applicable are funded by the ESFA.

# SIGNATORIES



By signing the below you hereby agree to comply with your obligations set out in this Commitment Statement, confirm that the information provided is true and valid at the date of signing. You confirm that you have discussed with BPP the contents and detail of this Commitment Statement and you are satisfied with the arrangements as set out.

## APPRENTICE

Apprentice's Signature

Date

## ATA (APPRENTICESHIP TRAINING AGENCY) if applicable

ATA Representative's Name

ATA Representative's Signature

Date

## EMPLOYER

Please confirm that this is the most appropriate learning programme and that it is either:

A new role for the Apprentice

OR

The Apprentice has been in this role for nine (9) months or more and from reviewing the Apprenticeship Framework or Standard, significant training, knowledge and skills are needed. By completing this Apprenticeship it will help them achieve these and enable them to develop in their role.

By signing this Commitment Statement you hereby agree;

- 1) you are aware and will allow the Apprentice to complete their Apprenticeship within their working hours; and
- 2) the Apprentice will spend at least 20% of their time completing off-the-job training which takes place in the Apprentice's normal working hours. Where an Employer has refused to release their Apprentice for 20% off-the-job training or provide evidence of the same, we as the Provider must report this to the ESFA; and
- 3) to pay the Apprentice at least a wage consistent with the law for the time they are in work and in off-the-job training.

Employer Representative's Name

Employer Representative's Signature

Date

## BPP

Evidence provided has been checked to ensure that the Apprenticeship will lead to substantive new skills and that the learning is materially different where the Apprenticeship is the same level as, or lower level than, prior qualifications. The Apprentice has been in this role for nine (9) months or more and from reviewing the Apprenticeship Framework or Standard, significant training, knowledge and skills are needed. By completing this Apprenticeship it will help them achieve these and enable them to develop in their role.

BPP Representative's Name

BPP Representative's Signature

Date

# APPRENTICESHIP AGREEMENT



The purpose of the Apprenticeship Agreement is to:

- a) identify the skill, trade or occupation for which the Apprentice is being trained;
- b) confirm the qualifying Apprenticeship Framework or Standard that the Apprentice is following;
- c) dates during which the apprenticeship is expected to take place and
- d) the amount of off-the-job training to be received.

The apprenticeship agreement is a statutory requirement for the employment of an apprentice in connection with a recognised apprenticeship framework or approved apprenticeship standard. It forms part of the individual employment arrangements between the apprentice and the employer; it is a contract of service (i.e., a contract of employment) and not a contract of apprenticeship.

The Apprenticeship Agreement is governed by English law, incorporated into and does not replace the written statement of particulars issued to the Apprentice in accordance with the requirements of the Employment Rights Act 1996.

## APPRENTICESHIP PARTICULARS

Apprentice Name

Skills, trade or occupation for which the Apprentice is being trained, as per job role analysis

Employer

Apprenticeship and Level

Amount of time the Apprentice will spend in off-the-job training

Apprenticeship Start Date

Start Date of Practical Period

Duration of Practical Period

Estimated Completion of Apprenticeship

Estimated End Date of Practical Period

Practical period = The practical period is the period for which an apprentice is expected to work and receive training under an approved English apprenticeship agreement. The practical period does not include the End Point Assessment.

## SIGNATORIES

Apprentice's Signature

Date

Line Manager's Name

Signature

Date

ATA Employer Name (If applicable)

Signature

Date